

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

CASCADE GENERAL, INC.,)	
)	No. 05-1334-HU
Plaintiff,)	
)	
v.)	
)	ORDER
)	
)	
POWERHOUSE DIESEL SERVICES,)	
INC.,)	
)	
Defendant.)	
_____)	

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HUBEL, Magistrate Judge:

Plaintiff Cascade General, Inc. (Cascade) moves the court for
an award of attorney's fees to be deducted from the judgment. The

1 motion is denied. Cascade's attorney's fees for the time spent
2 preparing for trial a second time due to Powerhouse's request to
3 postpone the trial shall be submitted as part of Cascade's request
4 for its attorney's fees claimed as a prevailing party on its breach
5 of contract claims.

6 The court has entered judgment on the parties' respective
7 breach of contract claims. Both parties are entitled to attorney's
8 fees on breach of contract claims. Prior to the commencement of
9 trial, on May 15, 2006, defendant Powerhouse made an oral motion
10 for a continuance because one of its key employee witnesses
11 resigned and moved out of the United States precipitously. I
12 granted the continuance over the objection of Cascade but entered
13 an order that Cascade would be awarded fees reasonably incurred for
14 having to prepare for trial twice (doc. # 86). Cascade prevailed in
15 part on its breach of contract claim and is thus entitled to its
16 reasonable prevailing party attorney's fees. This will include, no
17 doubt, Cascade's fees for preparing for trial twice. Review of that
18 portion of the fees is best done together with the rest of
19 Cascade's fee petition, in context. Cascade is not entitled to
20 these duplicated trial preparation fees twice, once as prevailing
21 party and again as a sanction, if you will, for Powerhouse's
22 request for continuance. The request for continuance granted by the
23 court made it certain Cascade would get the costs of preparing for
24 trial a second time regardless of whether it prevailed on its
25 breach of contract claim.

26 Plaintiff's Motion to Reduce Powerhouse's Judgment (doc. #
27

1 131) is DENIED.

2 The court will set a scheduling and status conference to
3 discuss and schedule briefing for attorney's fees.

4 IT IS SO ORDERED.

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6 Dated this 28th day of April, 2008.

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9 /s/ Dennis James Hubel
10 Dennis James Hubel
United States Magistrate Judge
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